

1 **PREPARED SURREBUTTAL TESTIMONY OF**
2 **TERRY N. TATE**
3 **ON BEHALF OF**
4 **CENTRAL ILLINOIS LIGHT COMPANY**
5 **DOCKET NO. 00-0699**

6 Q. Please state your name and business address.

7 A. Terry N. Tate, 300 Liberty Street, Peoria, Illinois, 61602.

8 Q. Are you the same Terry N. Tate who submitted prepared direct and prepared rebuttal
9 testimony in this proceeding?

10 A. Yes, I am.

11 Q. What is the purpose of your surrebuttal testimony?

12 A. Staff witness Buxton has submitted prepared rebuttal testimony. I will respond briefly to
13 that testimony.

14 Q. What is your understanding of Mr. Buxton's prepared rebuttal testimony?

15 A. In summary, Mr. Buxton continues to support the entry of an order in this proceeding in
16 exactly the same form as the original order entered by the Commission on November 1,
17 2000, and makes essentially the same arguments in support of his position. Mr. Buxton
18 also reaffirms at page 7 that tree trimming is a highly subjective activity.

19 Q. Mr. Buxton contends at page 8 of his testimony that no change in the Commission's order
20 will make a property owner happier with the condition of a tree. What is your response?

21 A. I agree. However, the order proposed by Mr. Buxton will provide the property owner with
22 a basis for making claims that CILCO has failed to consider the property owner's rights,
23 or tree pruning history, or tree health, or tree aesthetics. Mr. Buxton states on page 9 of

ORIGINAL FILE
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24 his rebuttal testimony that he does not understand why I hold the view that the order
25 changes legal rights and obligations, but in my opinion each one of these provisions can
26 be deemed to add obligations that CILCO did not previously have. The difficulty arises
27 because the requirements are so vague and general, that it is not possible to know how they
28 should be applied in any given case. This is particularly troublesome when Mr. Buxton
29 himself admits that so many of the decisions that must be made with respect to tree
30 trimming are highly subjective. If, as Mr. Buxton seems to suggest, these provisions are
31 not intended to impose new and different obligations upon CILCO, then there is no
32 purpose in having them in the order, and they should be excluded.

33 Q. Mr. Buxton suggests that CILCO should acknowledge that it has many different forms of
34 easement. What is your response?

35 A. I do not know why this information is meaningful. The easement agreement I attached to
36 my rebuttal testimony is the standard form of easement agreement CILCO's real estate
37 department has been using for at least seven years. However, I have no hesitancy in
38 acknowledging that over the years, CILCO has entered into approximately 42,000
39 easement agreements dating back to 1923, and many of those agreements are in a form
40 different from the specific form of agreement presently in use. Representative copies of the
41 forms of easement agreement used over the years are included in CILCO Group Ex. 3.1.

42 Q. Does this complete your prepared surrebuttal testimony?

43 A. Yes, it does.

Form 201

ELECTRIC EASEMENT

For the consideration of ONE (\$1.00) DOLLAR and other good and valuable considerations, the undersigned does hereby Convey and Warrant unto the CENTRAL ILLINOIS LIGHT COMPANY, its successors and assigns, the easement and right to erect, operate, maintain, renew, enlarge upon, and remove, electric lines consisting of poles, crossarms, insulators, conductors, ground wires, cables and counterpoises, and other equipment appurtenant thereto, including signal and communication lines and equipment, for the transmission and distribution of electric energy in, over, upon, under and across certain parcel or parcels of land in the Township of _____, County of _____, and State of Illinois, to-wit:

A part of

PIN #

CILCO 504

ELECTRIC AND TELEPHONE EASEMENT

The undersigned, in consideration of ONE (\$1.00) DOLLAR and other valuable considerations paid by CENTRAL ILLINOIS LIGHT COMPANY and _____, hereafter called companies, receipt of which is hereby acknowledged, Grant and Convey to said companies, their successors and assigns, the easement and right to erect, maintain and enlarge upon electric and telephone facilities such as poles, wires, cables, anchors, and distributing appliances for the purpose of transmitting and distributing electricity and telephone service on, over, under and across the following described parcel of land in the Township of _____, County of _____ and State of Illinois, to-wit:

A part of

P.I.N. #

Together with the right of ingress and egress over lands of Grantor for the purpose of constructing, repairing, removing, replacing, maintaining and enlarging upon such poles and other supports, with all necessary braces, guys, anchors, and transformers and stringing thereon and supporting and suspending therefrom lines of wires, cables, or other conductors for the transmission of electrical energy and telephone service, and the right from time to time at no additional cost to cut, trim, remove, or control trees, brush, or other vegetation by any means that interfere or threaten to interfere with the construction, operation and maintenance of said lines, including but not limited to, the use of EPA-approved herbicides, together with the right to cross Grantor's property with aerial or underground service wires. It is expressly understood that no buildings or other structures will be placed on said above-described easement without the written consent of the Companies.

Subject to the foregoing, this easement shall be binding upon the heirs, successors, administrators and assigns of the parties hereto.

Dated this _____ day of _____, 19____.

Prepared for the Companies

By: _____

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS

COUNTY OF _____

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he signed, sealed, and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19____.

Notary Public

Parcel 46.58

RIGHT OF WAY

35219

of the first part, in consideration of One Dollar (\$ 1.00) to them paid by ILLINOIS ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of Illinois, of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the party of the second part, its successors and assigns, Forever, the easement and right to maintain electric lines, consisting of towers, ~~wires~~ wires and distributing appliances for the purpose of transmitting and distributing electricity, on, over, and across the following described parcel of land in the

Townships of Dillon & Sand Prairie County of Tazewell and State of Illinois

to-wit: A parcel of land described as beginning at a stone marking the Southwest corner of

thence running East on the South line of said Section 1355 feet to a point; thence North 3890 feet to a point; thence West 1355 feet to the West line of said Section six (6); thence South on said Section line 3890 feet to the place of beginning; also the East one-half ($\frac{1}{2}$) of the East one-half ($\frac{1}{2}$) of the Southeast one-quarter ($\frac{1}{4}$) of the Northeast one-quarter ($\frac{1}{4}$) and the East one-half ($\frac{1}{2}$) of the East one-half ($\frac{1}{2}$) of the Northeast one-quarter ($\frac{1}{4}$) of the Southeast one-quarter ($\frac{1}{4}$) of Section one (1), Township twenty-three (23) North, Range five (5) West of the third principal meridian.

The route to be taken by said line of towers, ~~wires~~ and wires across said land being more specifically described as follows:

of said land, thence towers to be set East of and along and adjacent to the East line of said highway.

It is understood and agreed that only a single line of towers shall be erected under this easement.

With full right and authority to the party of the second part, its successors or assigns, and its and their agents, servants and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining such towers, ~~wires~~ and other supports, with all necessary braces, guys, anchors and transformers, and stringing thereon and supporting and suspending therefrom lines of wire or other conductors, for the transmission of electrical energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires without the written consent of said second party.

Second party to pay first party as follows for towers set on said land: Twenty-five Dollars (\$25.00) for each tower set adjoining fences and property lines and Fifty Dollars (\$50.00) for each tower set in open fields. The same to be paid before any work is done on the land and also to pay for any damage to crops in erecting and maintaining said line of towers and wires.

WITNESS the hand and seal of the parties of the first part this 27th day of

November 1929

Signed, Sealed and Delivered in presence of

Charles P. Whitten

James R. Yocum

[SEAL]

[SEAL]

[SEAL]

[SEAL]

Form 276-1M-4-3-34-Hgs.

Rural Line No. 219-14Office Peoria

Application for Rural Line Extension and Electric Service

25519

The undersigned, hereinafter called the Customer, requests the Central Illinois Light Company, hereinafter called the Company, to erect in accordance with Illinois C. C. No. 4—Electric, Sheets Nos. 23-R and R1, entitled: "Rural Service—Terms and Conditions Governing Rural Line Extensions and Application of Rates," which terms and conditions are hereby expressly referred to and made a part of this agreement with the same force and effect as if they were expressly incorporated herein, an electrical rural line extension and to furnish electric service to the Customer at his premises located as follows:

in the Township of Greveland, County of Tazewell, State of Illinois, all as more particularly shown upon Central Illinois Light Co. Drawing No. . This application, when accepted on behalf of the Company, by its authorized representative, shall constitute a binding contract.

Where the proposed rural line is to serve other original customers than the undersigned, this agreement shall become binding when accepted by the Company and when similar agreements with such other original customers have likewise been accepted by the Company, as set forth in said terms and conditions.

The customer agrees that upon the construction of said extension he will take electric service from the Company at his premises situated along the proposed route thereof and will pay for such service in accordance with the Company's electric rate schedules applicable to such service as filed with the Illinois Commerce Commission and any modifications thereof hereafter approved by said Commission.

Customer hereby grants, or will secure the granting of, without cost to the Company, the right-of-way for the erection and maintenance of the electrical rural line extension along and upon any and all roads or high-ways abutting upon the property owned or occupied by Customer and the right to trim and maintain trimmed, such trees as interfere with the construction, maintenance and operation of the electrical rural line extension.

The Customer desires that said rural line extension be erected and that service therefrom be furnished under Plan No. 1 as set forth in said terms and conditions.

In case Company's Plan No. One (1) is adopted, said Customer authorizes the appointment of as Trustee who will deposit with the Company, to apply toward the construction cost of said rural line extension, the sum of Nine hundred fifty and no/100 Dollars (\$ 950/00) payable as follows:

Six notes totaling \$600.00

Cash deposit 550.00

Under this Plan the Company will refund to the above named Trustee such sum or sums as shall become due and payable in accordance with Plan No. One (1).

In case the Company's Plan No. Two (2) is adopted with monthly guaranteed revenues required of original customers, said Customer guarantees to pay the Company for electric service at the Company's filed rates an amount not less than Dollars

(\$) per month. Charges under Plan No. Two (2) shall begin not later than thirty (30) days after line extension has been completed and energized.

No agent of the Company has any power in modifying this agreement or waiving any of the conditions or binding the Company by making any promises or representations not contained herein.

The terms and provisions hereof shall bind the Customer, his successors and assigns, until such time as Customer shall cease to reside at his present premises, and shall also accrue to and bind the Company, its successors and assigns, subject to said terms and conditions.

CENTRAL ILLINOIS LIGHT COMPANY:

By

CUSTOMER:

Accepted 9/10 1936.By
Company Representative (SEAL) Name Address

RIGHT OF WAY

Of the first part, in consideration of One Dollars (\$ 1.00) to her paid by CENTRAL ILLINOIS LIGHT COMPANY, a corporation organized and existing under the laws of Illinois, of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the party of the second part, its successors, and assigns, forever, the easement and right to erect and maintain electric lines, consisting of poles, wires and distributing appliances for the purpose of transmitting and distributing electricity, on, over, and across the following described parcel of land in the _____ Township of Fairview County of Fulton and State of Illinois to wit: _____

The route to be taken by said line of poles and wires across said land being more specifically described as follows:

Pole and wire line to set along and adjacent to the east and west center line of said Section 26.

Second party to pay \$100.00 for all poles, construction damages and for clearing 30 feet of timber, measured at right angles, on both sides of the east and west center line of Section 26 located on the above described property. Also to pay for any damage to crops, fences, live stock, etc. that may be caused by fallen or falling wires or that may be caused by maintenance of said line. The above subject to the

Midland Electric Light Corporation before on said land
With full right and authority to the party of the second part, its successors, or assigns, and its and their agents, servants and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining such poles and other supports, with all necessary braces, guys, anchors and transformers, and stringing thereon and supporting and suspending therefrom lines of wire or other conductors, for the transmission of electrical energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the construction and/or maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires without the written consent of said second party.

First party herewith consents to the immediate construction of the above mentioned facilities and to the authorization by the Illinois Commerce Commission therefore and expressly waives any notice in connection with the hearing on the application for such authorization and join in the request therefor.

WITNESS the hand, I and seal _____ of the party _____ of the first part this 28th day of May 1941

Signed, Sealed and Delivered in presence of

(Seal)

(Seal)

(Seal)

POLE EASEMENT

In consideration of \$1.00 in hand paid, receipt whereof is hereby acknowledged, and other valuable considerations, ~~and~~ ~~his wife, John~~ hereby grant and convey to the Central Illinois Electric and Gas Co., a Corporation of Rockford, Illinois, the right to construct, operate and maintain an electric power line over and across ~~the West one hundred~~ ~~acres of~~ ~~five feet of Lot (1) of Block (1) of the~~ ~~original~~ ~~all being a part~~ ~~of the~~ ~~the 3rd Township~~ ~~Madison Township in B. Illinois~~

It is mutually agreed that said line is to be built and maintained at the Company's own expense and in accordance with the regulations of the Illinois Commerce Commission. It is further agreed that no poles, guys, or braces shall be so located as to obstruct or interfere with the free use of any driveway, public or private on said property, nor shall any poles, guys, or braces be so placed as to interfere with cultivation of the farm land except as follows:

It is further agreed that all damage to fences, crops or livestock owned by the tenant or landowner, done by the Company or its workmen during the construction, operation or maintenance of said line will be paid for by the Company.

It is further agreed that all trees, brush, and shrubs may be trimmed so as to give good and sufficient clearance to the wires and conductors of the power line, and that the CENTRAL ILLINOIS ELECTRIC AND GAS CO. may do such tree trimming at their own expense.

STATE OF ILLINOIS } SS
COUNTY OF ~~Madison~~

SIGNED ~~John~~ (Seal)

SIGNED (Seal)

DATED ~~8-7-45~~

I, ~~A. R. Miller~~, a Notary Public in and for the said ~~County~~ County, in the State of aforesaid, do hereby certify that ~~the~~

personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as ~~his~~ free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ~~7th~~ day of ~~August~~ A.D. 19~~45~~.

SEAL

~~A. R. Miller~~
Notary Public

PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS

KNOW ALL MEN BY THESE PRESENTS:

P. L. # 14023Agreement # 1

That the Grantor, [REDACTED] of BFD TISKILWA Illinois, being the owner of the property hereinafter described, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid by the Public Service Company of Northern Illinois, a corporation organized and existing under the laws of the State of Illinois, receipt of which is hereby acknowledged, hereby grant to said Public Service Company of Northern Illinois, its successors and assigns, the right, permission and authority to construct, maintain, relocate, and renew equipment consisting of poles, pole structures, push poles, anchors, guys, stubs, conduits, wires, cables, and other necessary electrical facilities, upon, along, over, and under said property, and to transmit and distribute by means of said equipment, electricity to be used for heat, light, power, telephone, and other purposes; and also to lay, maintain and renew equipment consisting of gas mains, fixtures, and other necessary gas facilities, upon, along, and under said property, and to transmit and distribute by means of said equipment gas to be used for heat, light, and other purposes, and also to trim from time to time, such trees, bushes and saplings as may be reasonably required incident to the

grant herein given. Said poles and gas mains shall be located in the public highway known as TOWNSHIP

Road, which extends along the EAST side of or through said property of said Grantor, described as follows:

of Section [REDACTED] Township [REDACTED] North, Range [REDACTED] East of the [REDACTED] Principal Meridian, BUREAU County, Illinois.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 17th day of March A. D. 1947

WITNESS:

H. L. Pettit

X [REDACTED] (SE)
[REDACTED] (SE)
[REDACTED] (SE)

OD9215 3-40

IMPORTANT PAPER
 HANDLE PROMPTLY
 PUBLIC SERVICE CO. OF NO. ILL.
 SECRETARY

Form 153-14
Rev. 1-50

ILLINOIS POWER COMPANY

VOL 447 PAGE 140

25502

ILLINOIS POWER COMPANY
EASEMENT

E. Peoria
Tazewell Co. (639)
J.O. 31-747
W.O. 1311-114

The Grantor *S*

of *Tazewell* County, Illinois, for One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, do hereby grant unto ILLINOIS POWER COMPANY, an Illinois Corporation, its successors and assigns, the right and easement to enter upon the land of the Grantor *S* described as follows:

BOUNDING THE EAST HALF OF THE SW 1/4
AND THAT PART OF THE WEST HALF OF
THE SOUTHEAST 1/4 WHICH LIES WEST
OF GROVELAND BLACKTOP ROAD.

situated in Sec. *1* Twp. *1* North, Range *1* of the *1* Principal Meridian, in *Tazewell* County, Illinois, and to construct, operate, repair, maintain, patrol, remove, relocate, and reconstruct thereon an electric transmission or distribution line or system, including the right to cut and trim trees and shrubbery and remove other obstacles to the extent necessary to keep them clear of said electric line.

Poles, posts and anchors shall be set ~~near~~ near public highways adjoining said land where practicable.

The Grantor *S* do hereby covenant that they own the above described lands, and that the same are free of incumbrances and liens of whatsoever character, ~~except~~

DATED this 10th day of October, 1952.

(SEAL) *[Signature]* (SEAL)
(SEAL) *[Signature]* (SEAL)
(SEAL) *[Signature]* (SEAL)
(SEAL) *[Signature]* (SEAL)

STATE OF ILLINOIS)
COUNTY OF *Tazewell*) SS

McLean

I, *Martin A. Faggetti*, a Notary Public in and for ~~McLean~~ County in the State aforesaid, do hereby certify that

personally known to me to be the same persons whose name *S* are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of October, A.D., 1952.

Martin A. Faggetti
Notary Public

in and for *McLean* County, Ill.
acting in *Tazewell*
County, Illinois.

MY COMMISSION EXPIRES
AUGUST 24, 1954

Cisco 100-014-5-50-Hqs.

W. O. #510

Est. #1598

10

RIGHT OF WAY

ELECTRIC

Of the first part, in consideration of One Dollars (\$ 1.00) to him paid by CENTRAL ILLINOIS LIGHT COMPANY, a corporation organized and existing under the laws of Illinois, of the second part, receipt of which is hereby acknowledged, Convey and Warrant : to the party of the second part, its successors, and assigns, forever, the easement and right to erect and maintain electric lines, consisting of poles, wires and distributing appliances for the purpose of transmitting and distributing electricity, on, over, and across the following described parcel

of land in the Township of _____ County of Bureau
and State of Illinois to wit: A strip of land of even width 15 feet wide
running in a southeasterly direction 260 feet located in the west

The route to be taken by said line of poles and wires across said land being more specifically described as follows:

Pole and wire line to be installed on above described property.

With full right and authority to the party of the second part, its successors and/or assigns, and its and their agents, servants and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining such poles and other supports, with all necessary braces, guys, anchors and transformers, and stringing thereon and supporting, and suspending therefrom lines of wire or other conductors, for the transmission of electrical energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the construction and/or maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires without the written consent of said second party.

WITNESS the hand _____ and seal _____ of the party _____ of the first part this 13th
day of July 1959

Signed, Sealed and Delivered in presence of

(SEAL)

-(SEAL)

(SEAL)

(SEAL)

Document No. 367162 filed for Record in Recorder's office of
Tazewell County, Illinois, Jan. 11, 1960 at 2:55 o'clock P.M.

Robert J. Pratt, Recorder of Deeds
CENTRAL ILLINOIS LIGHT COMPANY
RIGHT OF WAY AGREEMENT

VOL 619 PAGE 270

25592

For and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned _____

Grantors herein, do hereby grant and convey unto the said CENTRAL ILLINOIS LIGHT COMPANY, an Illinois Corporation, Grantee herein, its successors and assigns the right and easement to erect, reconstruct, operate, maintain, renew and remove, electric transmission and distribution lines consisting of poles, anchors, stubs, brace poles, guys, crossarms, insulators, conductors, ground wires, cables and counterpoises, and other equipment appurtenant thereto, including signal and telephone lines and equipment, for the transmission and distribution of electric energy in, on, over, upon, through and across certain lands owned by Grantors, situated in the Township of _____ Groveland _____; County of _____ Tazewell _____, State of Illinois and described as follows:

A strip of land 10 feet of even width East of and adjacent to the East right of way line of the public road along _____
a strip of land 10 feet of even width South of and adjacent to the South right of way line of Illinois State Bond Issue _____
_____ also, the Northerly 10 feet of the Southerly 30 feet of the Westery 15 feet of the _____ ALSO, a part of the Southeast Quarter of Section 19, more particularly described as follows, to-wit: Commencing at the intersection of the West line of said Southeast Quarter and the centerline of the pavement of Illinois State Bond Issue _____ East along the said centerline of pavement of Illinois State Bond Issue Route No. 9, 1914 feet; thence South to the South right of way line of Illinois State Bond Issue _____ to the point of beginning of the tract to be described; thence continuing South 25 feet; thence East 10 feet; thence North 25 feet; thence West 10 feet to the point of beginning; _____

said electric lines to be located upon said premises as follows:

Pole and wire line to be installed on said described property.

together with the right of ingress to and egress from such lands over lands of Grantors for the purpose of constructing said line, or repairing or renewing the same, and to trim, or remove such trees within 30 feet of centerline of said line that may interfere with the construction, operation and maintenance of said lines, or any part thereof. It is expressly understood that no buildings or other structures will be placed on said easement without the written consent of the Grantee. Reasonable compensation shall be made to Grantor for any damages to crops and/or fences of the Grantor caused by the erection, reconstruction, operation, maintenance, renewal and removal of said lines above described.

Subject to the foregoing this grant shall be binding upon the heirs, successors, administrators and assigns of the parties hereto and hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of that State.

WITNESS the hand S and seal S of the Grantor (s), this 27th day of JULY, 1959

WITNESSED BY:

_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)

CILCO 268-5000-9-59-COPY CATS

105

STATE OF ILLINOIS,
Bureau County

SS. No.

306297

RIGHT OF WAY

ELECTRIC

Recorded on this 5th day of
March A. D. 19 64 at 10 o'clock
AM and duly recorded in Vol. 110
Records Page 307

Wayne E. Jacobson

Recorder Pro Tem

Of the first part, in consideration of One Dollars (\$ 1.00)
 to him paid by CENTRAL ILLINOIS LIGHT COMPANY, a corporation organized and existing
 under the laws of Illinois, of the second part, receipt of which is hereby acknowledged, Convey and
 Warrant to the party of the second part, its successors, and assigns, forever, the easement and right
 to erect and maintain electric lines, consisting of poles, wires and distributing appliances for the pur-
 pose of transmitting and distributing electricity, on, over, and across the following described parcel
 of land in the Township of Kilo County of Bureau
 and State of Illinois to wit:

A [REDACTED] Bureau County,
 Illinois, more particularly described as along the Eastern
 Right of Way of Public Road along the West Side of said
[REDACTED]

Pole and wire line to be constructed on above described property.

This permit allows pole line to be constructed along the Easterly
 edge of the above described Township Road, all of which will be
 located West of the field fence line.

With full right and authority to the party of the second part, its successors and/or assigns, and its
 and their agents, servants and employees, to enter at all times upon said premises for the purpose
 of constructing, repairing, removing, replacing and maintaining such poles and other supports, with
 all necessary braces, guys, anchors and transformers, and stringing thereon and supporting and
 suspending therefrom lines of wire or other conductors, for the transmission of electrical energy,
 and to trim or remove any trees which at any time may interfere or threaten to interfere with the
 construction and/or maintenance of such lines. It is expressly understood that no buildings or
 other structures will be placed under such wires without the written consent of said second party.

WITNESS the hand and seal of the party of the first part this 23rd
 day of November 19 62

Signed, Sealed and Delivered in presence of

[REDACTED] (SEAL)
[REDACTED] (SEAL)
[REDACTED] (SEAL)
[REDACTED] (SEAL)

411 217

CILCO 1475 1966 3-48 COPY CATS

RIGHT OF WAY

ELECTRIC and TELEPHONE

25456

VOL 678 PAGE 531

Of the first part, in consideration of One Dollar (\$1.00) paid by CENTRAL ILLINOIS LIGHT COMPANY and Illinois Bell Telephone Company, corporations organized and existing under the laws of Illinois, of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the parties of the second part, their successors, and assigns, the easement and right to erect and maintain electric and telephone lines, consisting of poles, wires, cables, anchors, and distributing appliances for the purpose of transmitting and distributing electricity and telephone service on, over, and across the following described parcel or parcels of land in the Township of Groveland County of Tazewell and State of Illinois, to-wit:

A part of the [REDACTED]

Principal Meridian as shown on the Central Illinois Light Company's sketch No. 204, dated 10 - 11 - 62, attached hereto and made a part hereof.

With full right and authority to the parties of the second part, their successors, or assigns, and their agents, servants, and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, and maintaining such poles and other supports, with all necessary braces, guys, anchors, and transformers, and stringing thereon and supporting and suspending therefrom lines of wires, cables, or other conductors, for the transmission of electrical energy and telephone service, and to trim or remove, now and hereafter, any trees, brush or saplings which at any time may interfere, or threaten to interfere with the construction and/or maintenance of such lines, and to cross any of the above described property with aerial service wires. It is expressly understood that no buildings or other structures will be placed on said above described right of way without the written consent of said second party.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed by its officers, under its corporate seal, this 14th day of December, 19 62.

ATTEST

By [Signature]
Secretary

By [Signature] President

STATE OF Illinois
COUNTY OF Woodford } SS

I, J. A. Rae, a Notary Public, do hereby certify that [REDACTED] to me personally known as the [REDACTED] President of [REDACTED] a corporation, and also known to me as [REDACTED] whose name is affixed to the foregoing instrument, and [REDACTED] to me known as the [REDACTED] Secretary of said corporation, and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as the free and voluntary act of said corporation for the uses and purposes therein set forth and that said [REDACTED] Secretary affixed the corporate seal of said corporation thereto, and that they were duly authorized to execute the same by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal thereto this 14th day of December, 19 62.

J. A. Rae
Notary Public

CLCQ 1371-4000-7-60-COPY CATS

RIGHT OF WAY

ELECTRIC and TELEPHONE

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25575

(Of the first part, in consideration of One Dollar (\$1.00) to them paid by CENTRAL ILLINOIS LIGHT COMPANY and MIDDLE STATES TELEPHONE COMPANY, corporations organized and existing under the laws of Illinois, of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the parties of the second part, their successors, and assigns, the easement and right to erect and maintain electric and telephone lines, consisting of poles, wires, cables, anchors, and distributing appliances for the purpose of transmitting and distributing electricity and telephone service, on, over, and across the following described parcel of land in the Township of Groveland ^{Perkin and} County of Tazewell and State of Illinois, to-wit:

A part of [redacted]
subdivision of [redacted]
West of the 3rd Principal Meridian and part of Section 16,
[redacted]
a [redacted]
County, Illinois, in Book 686 on Page 706; more particularly
described as follows:

The Southwesterly 5 feet of even width of said Lot 4.

With full right and authority to the parties of the second part, their successors, or assigns, and their agents, servants, and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, and maintaining such poles and other supports, with all necessary braces, guys, anchors, and transformers, and stringing thereon and supporting and suspending therefrom lines of wires, cables, or other conductors, for the transmission of electrical energy and telephone service, and to trim or remove, now and hereafter, any trees, brush or saplings which at any time may interfere, or threaten to interfere with the construction and/or maintenance of such lines, and to cross any of the above described property with aerial service wires. It is expressly understood that no buildings or other structures will be placed on said above described right of way without the written consent of said second party.

WITNESS the hand 5 and seal 5 of the part 125 of the first part this 11th
day of October 1963.

Signed, Sealed and Delivered in presence of

[REDACTED]

[REDACTED]

(SEAL)

(SEAL)

STATE OF ILLINOIS, } ss.
Tazewell County }

I, Donald W. Driel
a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 11 day of October, A. D. 1963

Document No. 407818 filed for Record in Recorder's office of
Tazewell County, Illinois, Nov. 15, 1963 at 12:41 o'clock P. m.
N. J. Friedrich, Recorder of deeds

Notary Public

123

LINE AGREEMENT

This agreement, made and entered into by and between the undersigned of
Bureau County, State of Illinois, parties of the first part, and
CENTRAL ILLINOIS LIGHT COMPANY, a corporation organized under the laws of
the State of Illinois, party of the second part.

WITNESSETH

WHEREAS, parties of the first part have installed a pole and wire line to
serve their property located in the [REDACTED]
Mile Township, Bureau County, State of Illinois. Said line
consists of 5 poles, 5 spans of conductors, 2 anchors and
their appurtenances for the purpose of distributing electricity. Said parties
of the first part are now desirous of obtaining electric service from the
party of the second part and it is understood and agreed as follows:

THAT parties of the first part are the sole owners of the above described
line and (state that the same has been erected in a safe, substantial and
workmanlike manner, and in accordance with General Order No. 160 of the
Illinois Commerce Commission) is free from any lien, mortgages, or other
incumbrance whatsoever and the undersigned will protect and save harmless
the Central Illinois Light Company from claims or demands arising out of
the liens, mortgages or other claims of ownership to the above described by
any person or persons whatsoever.

IT IS FURTHER AGREED, that in consideration of one dollar (\$1.00) in hand paid
and other valuable considerations, all poles, conductors, anchors, and their
appurtenances, above described shall become the property of the party of the
second part, also the parties of the first part Convey and Warrant to the party
of the second part, its successors and assigns, forever, the easement and
right to erect and maintain electric lines, consisting of poles, conductors,
and distributing appurtenances for the purpose of transmitting and distributing
electricity, on, over, and across the following described parcel of land to wit:

A part of the Northeast Quarter of Section 26, Township 14 North,
Range 8 East of the Fourth Principal Meridian, Milo Township,
Bureau County, State of Illinois, more particularly described
as follows to wit:

Commencing at the Southwest Corner of the Northeast Quarter of
Section 26, thence East approximately 1125 feet along the South
boundary line of said Northeast Quarter of Section 26 to a
point which is the Center Line of a 10 foot strip of land of
even width which extends North a distance of approximately
1700 feet.

IT IS FURTHER AGREED, that the parties of the second part reserve the right
to connect additional lines or customers to said electric pole and wire line.

IT IS FURTHER UNDERSTOOD AND AGREED, that each of the parties hereto acknowledge
a copy of this agreement, which shall be valid and binding upon the parties
hereto, their heirs, executors, administrators, successors, and assigns.

SIGNED AND SEALED this 26th day of June, 1963.

[REDACTED] (SEAL)

[REDACTED] (SEAL)

APPROVED 6-27-1963.

CENTRAL ILLINOIS LIGHT COMPANY

BY A. E. Longman

Cilco 278-880-

Rural Line No. 224-33

Office..... Pekin

25581

Application for Rural Line Extension and Electric Service

The undersigned, hereinafter called the Customer, requests the Central Illinois Light Company, hereinafter called the Company, to erect in accordance with Illinois C.C. No. 4—Electric, Sheets Nos. 23-R and R1, or any revision thereof, entitled: "Rural Service—Terms and Conditions Governing Rural Line Extensions and Application of Rates", which terms and conditions are hereby expressly referred to and made a part of this agreement with the same force and effect as if they were expressly incorporated herein, an electrical rural line extension and to furnish electric service to the Customer at his premises located as follows:

.....

 in the Township of Groveland, County of Tazewell, State of Illinois.
 This application, when accepted on behalf of the Company, by its authorized representative, shall constitute a binding contract.

Where the proposed rural line is to serve other original customers than the undersigned, this agreement shall become binding when accepted by the Company and when similar agreements with such other original customers have likewise been accepted by the Company, as set forth in said terms and conditions.

The customer agrees that upon the construction of said extension, he will take electric service from the Company at his premises situated along the proposed route thereof and will pay for such service in accordance with the Company's electric rate schedules applicable to such service as filed with the Illinois Commerce Commission and any modifications thereof hereafter approved by said Commission.

Customer hereby grants, or will secure the granting of, without cost to the Company, a right-of-way free from trees for the erection and maintenance of the electrical rural line extension along and upon any and all roads or highways abutting upon the property owned or occupied by Customer, and private right-of-way where necessary, and the right to trim and maintain trimmed, such trees as interfere with the construction, maintenance and operation of the electrical rural line extension.

The customer guarantees to pay the company for electric service at the company's filed rates an amount not less than Five (\$ 5.00) Dollars per month for a period of sixty (60) months. This charge shall begin not later than thirty (30) days after line extension has been completed and energized.

Where the guaranteed monthly revenue of all the original customers to said extension, of which this application is a part, does not meet the requirements of the company's terms and conditions governing rural line extensions and applications of rates, as referred to above, the customer agrees to deposit with the company as an advanced payment for electric service the sum of NONE (\$), Dollars.

The Company will refund to
 Name Address
 such sum or sums that shall become due or payable in accordance with said terms and conditions governing rural line extensions and application of rates above referred to.

No agent of the Company has any power to modify or to waive any of the conditions in this agreement or to bind the Company by making any promises or representations not contained herein.

The terms and provisions hereof shall bind the Customer and shall accrue to and bind the Company, its successors and assigns, subject to said terms and conditions. This contract may be assigned by the customer with the written approval of the company.

CENTRAL ILLINOIS LIGHT COMPANY

By [Signature]Accepted..... 5-24 1964

CUSTOMER:

By Charles W. Cox
 Company RepresentativeX [Signature] (Seal)
 Dean Preston

STATE OF ILLINOIS, } 312237
 Bureau County } ss. No.
 Cilco 268-4M-4-64-Hgs. }
 Filed for Record on this 2nd day of
Nov. A. D. 1965 at 9:45 o'clock
a M, and duly recorded in Vol. 426
 of Records Page 388

BOOK 426 PAGE 388 15

EASEMENT

ELECTRIC AND TELEPHONE

Long A. Hughes
 County Clerk & Recorder

The undersigned, in consideration of ONE (\$1.00) DOLLAR and other valuable considerations paid by CENTRAL ILLINOIS LIGHT COMPANY and _____, hereafter called companies, receipt of which is hereby acknowledged, Grant and Convey to said companies, their successors and assigns, the easement and right to erect, maintain and enlarge upon electric and telephone facilities such as poles, wires, cables, anchors, and distributing appliances for the purpose of transmitting and distributing electricity and telephone service on, over, under and across the following described parcel of land in the Township of Milo, County of Bureau and State of Illinois, to-wit:

_____ commencing at the Southeast Corner of the Southeast _____ thence North 375 feet to a point of beginning, which is the Centerline of a 10 foot strip of land extending West for a distance of 300 feet.

With full right and authority to the companies, their successors, or assigns, and their agents, and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, maintaining and enlarging upon such poles and other supports, with all necessary braces, guys, anchors, and transformers and stringing thereon and supporting and suspending therefrom lines of wires, cables, or other conductors for the transmission of electrical energy and telephone service, and to trim or remove, now and hereafter, any trees, brush or saplings which at any time may interfere or threaten to interfere with the construction and/or maintenance of such lines, together with the right to cross Grantors property with aerial or underground service wires. It is expressly understood that no buildings or other structures will be placed on said above described easement without the written consent of the companies.

As further consideration companies agree to pay grantors for damages to their crops, fences or other tangible property caused by the construction, maintenance or removal of company's facilities.

Dated this 17 day of September, 1965

Accepted for companies

By *Royl W. W. W. W.*

FATE ESTATE, by

_____ (SEAL)

Conservator

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Clase 200-4M-4-54-Hpa.

976
1-2

EASEMENT

ELECTRIC AND TELEPHONE

The undersigned, in consideration of ONE (\$1.00) DOLLAR and other valuable considerations paid by CENTRAL ILLINOIS LIGHT COMPANY and _____, hereafter called companies, receipt of which is hereby acknowledged, Grant and Convey to said companies, their successors and assigns, the easement and right to erect, maintain and enlarge upon electric and telephone facilities such as poles, wires, cables, anchors, and distributing appliances for the purpose of transmitting and distributing electricity and telephone service on, over, under and across the following described parcel of land in the Township of _____ Fairview _____, County of _____ Fulton _____ and State of Illinois, to-wit:

as shown on the Central Illinois Light Company's sketch attached hereto and made a part hereof.

With full right and authority to the companies, their successors, or assigns, and their agents, and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, maintaining and enlarging upon such poles and other supports, with all necessary braces, guys, anchors, and transformers and stringing thereon and supporting and suspending therefrom lines of wires, cables, or other conductors for the transmission of electrical energy and telephone service, and to trim or remove, now and hereafter, any trees, brush or saplings which at any time may interfere or threaten to interfere with the construction and/or maintenance of such lines, together with the right to cross Grantors property with aerial or underground service wires. It is expressly understood that no buildings or other structures will be placed on said above described easement without the written consent of the companies.

As further consideration companies agree to pay grantors for damages to their crops, fences or other tangible property caused by the construction, maintenance or removal of company's facilities.

Dated this 4th day of May 19 66

Accepted for companies

By _____

[REDACTED] _____ (SEAL)

[REDACTED] _____ (SEAL)

[REDACTED] _____ (SEAL)

_____ (SEAL)


_____ (SEAL)

_____ (SEAL)

STATE OF ILLINOIS
COUNTY OF Fulton } ss.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that [redacted] a
 dow; [redacted] personally known to me to be the same person S whose name S
are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed,
 sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth,
 including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 4th day of May, A.D. 1966.

day of May, A.D. 1988.

 Notary Public

Cilco 1451-2M-4-64-Hgs.

259

ELECTRIC EASEMENT

For the consideration of ONE (\$1.00) DOLLAR and other good and valuable considerations, the undersigned does hereby convey and warrant unto the CENTRAL ILLINOIS LIGHT COMPANY, its successors and assigns the easement and right to erect, operate, maintain, renew, enlarge upon, and remove, electric lines consisting of towers, poles, crossarms, insulators, conductors, ground wires, cables and counterpoises, and other equipment appurtenant thereto, including signal and communication lines and equipment, for the transmission and distribution of electric energy in, over, upon, under, and across a certain parcel of land in

the Township of Wheatland, County of Bureau, State of Illinois, described as follows:

[REDACTED]

Beginning at a point along the North line of said $\frac{1}{4}$ Section, 415 feet West of the Northeast corner of said $\frac{1}{4}$ Section which shall be the centerline of a strip of land 10 feet of even width extending South a distance of 150 feet.

Together with the right of ingress and egress over lands of Grantor for the purpose of constructing said line, or repairing or renewing the same, and to trim, or remove trees that interfere or threaten to interfere with the construction, operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed on said easement without the written consent of the Central Illinois Light Company.

Reasonable compensation shall be made to the Grantor for damages to crops, fences, or other tangible property of the Grantor caused by the erection, operation, maintenance, renewal and removal of Central Illinois Light Company facilities.

Subject to the foregoing this easement shall be binding upon the heirs, successors, administrators and assigns of the parties hereto.

Dated this 2nd day of November, 1966.

Accepted for Company

By Eugene H. Nichols

STATE OF ILLINOIS, } 316997
Bureau County } Ch. No.

Filed for Record on this 23 day of Feb, A.D. 1967, at 11:02 o'clock
M., and duly recorded in Vol. 439
of Records Page 609

Lonny A. Finoplas

County Clerk & Recorder

[REDACTED] (SEAL)

[REDACTED] (SEAL)

[REDACTED] (SEAL)

[REDACTED] (SEAL)

[REDACTED] (SEAL)

BOOK 439 PAGE 609 (SEAL)

$$\frac{-2.4 \pm 1.1}{2.7}$$

GRANT OF EASEMENT

279

The Grantor(s)

In consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, hereby give(s) and grant(s) to COMMONWEALTH EDISON COMPANY, an Illinois Corporation, its successors and assigns, an easement to construct, operate, maintain, renew, relocate and remove, from time to time, poles, wires, cables, conduits, manholes, transformers, pedestals and other facilities used in connection with overhead and underground transmission and distribution of electricity, together with right of access to the same and the right, from time to time, to trim or remove trees, bushes and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the grant herein given in, over, under, across, along and upon the surface of property situated in Section [REDACTED] East of the [REDACTED] Principal Meridian in Champaign County, Illinois, described as follows:

The easement ~~begins at the intersection of~~ begins at the intersection of ~~the~~ the ~~Northwest One-Quarter (NW1/4) and the Northeast One-Quarter (NE1/4) of the Northwest One-Quarter (NW1/4) and extend west the entire north side of said property; also parallel with the south right of way of east-west public road.~~

For Individual Signatures

IN WITNESS WHEREOF, the Grantor(s), set(s) their hand(s) and seal(s) hereto, this 6th day of June, 19 72.

Seal

Seal

Seal

Seal

For Corporate or Trust Signature

IN WITNESS WHEREOF, the Grantor

has caused this instrument to be executed on its behalf and its corporate seal to be affixed hereto this _____ day of _____, 19____.

ATTEST: _____ By _____

Secret

BOOK 982 PAGE 619

President (Trust Officer)

Complete the Appropriate Acknowledgment on Reverse Side Hereof

CILCO 1451

EASEMENT

BOOK 517 PAGE 144 238

ELECTRIC

For the consideration of ONE DOLLAR (\$1.00) and other good and valuable considerations, the undersigned does hereby Convey and Warrant unto the CENTRAL ILLINOIS LIGHT COMPANY, its successors and assigns, the easement and right to erect, operate, maintain, renew, enlarge upon, and remove, electric lines consisting of poles, crossarms, insulators, conductors, ground wires, cables and counterpoises, and other equipment appurtenant thereto, including signal and communication lines and equipment, for the transmission and distribution of electric energy in, over, upon, under and across certain parcel or parcels of land in the Township of Wheatland, County of Bureau, State of Illinois, described as follows, to-wit:

[REDACTED]

A strip of land 10 feet of even width, the centerline of which is described as follows:

Commencing at the Northwest corner of said [REDACTED]; thence South to the Southerly right of way line of the East and West public road; thence East along said Southerly right of way line of the East and West public road 445 feet to the point of beginning of the centerline to be described; thence South 90 feet to a point, said point being the terminus of said centerline.

Together with the right of ingress and egress over lands of Grantor for the purpose of constructing said lines, or repairing or renewing the same, and to trim or remove trees that interfere or threaten to interfere with the construction, operation and maintenance of said lines. It is expressly understood that no trees, buildings, or other structures will be placed on said easement without the written consent of the CENTRAL ILLINOIS LIGHT COMPANY.

Reasonable compensation shall be made to the Grantor for damages to crops, fences or other tangible property of the Grantor caused by the construction, operation, maintenance, renewal and removal of CENTRAL ILLINOIS LIGHT COMPANY facilities.

Subject to the foregoing, this easement shall be binding upon the heirs, successors, administrators and assigns of the parties hereto.

DATED this 13th day of August, 1924.

Prepared for Company

By: Rosiland G. Seavers x [REDACTED] (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____

_____ personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and wavier of the right of Homestead.

GIVEN under my hand and Notarial Seal, this _____ day of _____, 19____.

Notary Public

34889

EASEMENTElectric

For the consideration of Ten Dollars (\$10.00), in hand paid, and other good and valuable considerations, and such additional matters of consideration and inducements to Grantor, as Grantee, by accepting this easement, has agreed to, and which are hereinafter listed, the undersigned does hereby convey and warrant unto the CENTRAL ILLINOIS LIGHT COMPANY, its successors and assigns the easement and the right to survey, erect, operate, maintain, renew, enlarge upon, and remove one (1) electric transmission line consisting of towers, poles and/or structures, crossarms, insulators, conductors, ground wires, cables and counterpoises, anchors, and other equipment appurtenant thereto, including signal and communication lines and equipment, for the transmission and distribution of electric energy in, over, upon, under and across an easement strip being sixty-six (66) feet on each side of the centerline as hereinafter described, and to cut down or trim all trees and bushes growing upon the easement strip, including tall or leaning trees adjacent to the easement strip which may endanger the construction, operation and maintenance of the transmission line and to control the growth of vegetation within said easement strip together with the right of ingress and egress over lands of the Grantor using existing lanes, roadways, and open spaces along fences, where practical, in the exercise of said rights.

The aforesaid additional matters of consideration and inducements made to Grantor by Grantee are as follows:

1. To cooperate with the occupant or occupants of the parcel or parcels of land involved to provide, install and maintain at Grantee's expense all equipment necessary to eliminate so-called interference in ordinary electrical service to such occupants so that radio and television reception and other normal domestic and agricultural uses of electricity will be comparable in quality to that prior to the installation of said transmission line.
2. To cooperate with the Grantor in carrying out soil conservation practices now in effect or subsequently adopted by said Grantor, to the extent that the required clearances for grantee's facilities are not impaired, on lands covered by the easement together with the parcel or parcels of land involved, said soil conservation plans to be of an approved type in accordance with the standards of the United States Department of Agriculture Soil Conservation Service.
3. To promptly repair fences, gates, and other structures on the parcel or parcels of land involved, whether within or without the easement, if the same may be damaged or affected by the Grantee, his employees, agents, contractors, or his successors and assigns, during the construction process and in exercising, operating, maintaining, inspecting and carrying out other activities and rights granted under this easement.
4. To promptly pay for actual damage to livestock, crops, fences, tile and soil of the Grantor, their heirs, assigns or tenants, caused by the employees, agents or contractors of Grantee.
5. To close all gates used, and to repair promptly any damage caused by the Grantee, his employees, agents, contractors or his successors and assigns, to existing livestock enclosures during the construction process and in exercising, operating, maintaining, inspecting and carrying out other activities and rights granted under this easement.
6. To remove from the premises, by burning, or such other means as elected by the Grantee, all brush, stumps, limbs and branches severed from the soil in the process of constructing, operating or maintaining said line; provided, however, that should Grantor desire, then such brush, stumps, limbs and branches severed from the soil may be pushed into low spots, ravines, washouts, etc. on or adjacent to the easement, and that further, should Grantor desire, any trees of commercial lumber value shall be trimmed and left in tree length on or adjacent to the easement for removal by the Grantor.
7. To reserve to Grantor all air rights except the area actually occupied by the towers and lines of Grantee's transmission line and the area directly beneath same, so long as the exercise of said air rights does in no way interfere with any of the several rights granted to the Grantee.
8. To reserve to Grantor all mineral rights beneath said easement strip and to cooperate with Grantor in utilizing and recovering minerals located on said premises.
9. To save Grantor harmless concerning possible interference with other easements heretofore granted by Grantor or their predecessors in title over said parcel or parcels of land. Grantor upon request will identify all easements and locations thereof to Grantee whether of record or not.

PAGE 1052

Grantors expressly reserve the use of the surface of said easement strip for agricultural purposes or such other purposes as shall not interfere in any way with the exercise of and enjoyment by the Grantee of the rights hereby granted to it. Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character upon said easement strip which may interfere with the construction, operation, maintenance, renewal, reconstruction, inspection or removal of Grantee's facilities without the written consent of Grantee. The exercise by Grantor of the said uses reserved by them herein shall not form the basis for a claim that such use or user is or are adverse to the rights of the Grantee, its successors or assigns, nor shall the non-exercise by Grantee, its successors and assigns, of the rights herein granted constitute a waiver of or be grounds for a forfeiture of the rights herein granted to Grantee, its successors and assigns, or be construed as an abandonment of the rights of Grantee, its successors, and assigns, under this easement. The lands of the Grantor over which this easement is given and the location of said centerline are described as follows:

[REDACTED]

The centerline of the said easement, which will be 132 feet in width, extends Northeastwardly from a point on the West line of the above described property which is 749 feet south of the Northwest Corner thereof, to a point on the North line of the said property which is 49 feet West of the Northeast Corner thereof,

The total consideration for this grant shall include all the rights herein above described and payment in full for all damages which may result from the construction of said transmission line for a period of (1) one year only.

75-44881

STATE OF ILLINOIS, COUNTY OF FULTON, I.I.
THIS INSTRUMENT FILED FOR RECORD ON
THE 19th DAY OF SEP 1975
AT 2:56 PM AND DULY
RECORDED IN P. 20. 1151

Emil E. Speich

COUNTY CLERK & RECORDER

Dated this 1st day of SEPTEMBER, 1975.

[REDACTED] (SEAL)

[REDACTED] (SEAL)

STATE OF ILLINOIS)
COUNTY OF Fulton) SS

(This instrument prepared by: Elwood I. Travers,
Central Illinois Light Co
Peoria, Illinois,)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that [REDACTED] personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of Homestead. Given under my hand and notarial seal this 1st day of September, 1975.

NOTARY PUBLIC
J. E. Egan
FULTON COUNTY

My Commission Expires May 1, 1978

James Egan
Notary Public

~~PAID~~

CILCO 1562

EASEMENT BOOK 1143 PAGE 798

288

ELECTRIC

For the consideration of ONE DOLLAR (\$1.00) and other good and valuable considerations, the undersigned does hereby Convey and Warrant unto the CENTRAL ILLINOIS LIGHT COMPANY, its successors and assigns the easement and right to erect, operate, maintain, renew, enlarge upon, and remove, electric lines consisting of poles, crossarms, insulators, conductors, ground wires, cables and counterpoises, and other equipment appurtenant thereto, including signal and communication lines and equipment, for the transmission and distribution of electric energy in, over, upon, under and across certain parcel or parcels of land in the Township of Sadorus County of Champaign, State of Illinois, described as follows, to-wit:

[REDACTED]

An easement 10 feet of even width with the centerline of said easement described as follows: Commencing at a point, said point being the intersection of the centerline of [REDACTED] with the centerline of Colburn Street in the town of Ivesdale, located in the [REDACTED] of [REDACTED] thence Northeasterly along said centerline of Johnson Street a distance of 36 feet, more or less; thence deflecting left 90° in a Northerly direction a distance of 22 feet, more or less to a point, said point being the point of beginning of the centerline of said easement being 10 feet of even width; thence continuing in a Northerly direction a distance of 45 feet, more or less; thence deflecting right 90° in a Northeasterly direction a distance of 24 feet, more or less to a point, said point being the terminus of said easement.

Together with the right of ingress and egress over lands of Grantor for the purpose of constructing said lines, or repairing or renewing the same, and to trim or remove trees that interfere or threaten to interfere with the construction, operation and maintenance of said lines. It is expressly understood that no trees, buildings or other structures will be placed on said easement without the written consent of the CENTRAL ILLINOIS LIGHT COMPANY.

Reasonable compensation shall be made to the Grantor for damages to crops, fences, or other tangible property of the Grantor caused by the construction, operation, maintenance, renewal and removal of CENTRAL ILLINOIS LIGHT COMPANY facilities.

Subject to the foregoing, this easement shall be binding upon the heirs, successors, administrators and assigns of the parties hereto.

DATED this 20th day of September, 19 77.

Prepared for Company,

By: William H. Henderson

2013-05-26
3:45 PM

ATTEST:

By: [Signature] Secretary

By: [Signature] President

STATE OF ILLINOIS
COUNTY OF CHAMPAIGN

I, the undersigned, a Notary Public in and for said County in the State aforesaid do hereby certify that [REDACTED] and [REDACTED] to me personally known as the [REDACTED] President and [REDACTED] Secretary, respectively, of [REDACTED], a corporation, and also known to me as the persons whose names are annexed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as the free and voluntary act of said corporation for the uses and purposes therein set forth and that said [REDACTED] Secretary affixed the corporate seal of said corporation thereto, and that they were duly authorized to execute the same by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal thereto this 20th day of September, 19 77.

[Signature]
Notary Public

CILCO 1889

DOCUMENT NO.
84-06674

RIGHT OF WAY

OVERHANG

35401

Betty Donath

Of the first part, in consideration of ONE (\$1.00) DOLLAR paid by CENTRAL ILLINOIS LIGHT COMPANY, of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the party of the second part, their successors and assigns, the easement and right to erect and maintain electric lines, consisting of crossarms, wires, cables and distributing appliances, but not including poles, lowers or guy wires, for the purpose of transmitting and distributing electricity over and across the following described parcel of land in the Township of Richwoods, County of Peoria, and State of Illinois, to-wit:

A part of Lot #7 in El Vista Subdivision being a part of the [REDACTED]

The West 5 feet of the said Lot #7 in El Vista Subdivision.

APR 18 1984

STATE OF ILLINOIS } ss filed for record
County of Peoria } in the office of
HELEN G. BLAIR, County Recorder

Helen G. Blair
Recorder of Deeds

With full right and authority to the party of the second part, their successors or assigns, and their agents, servants and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining, such lines of wire, cables, or other conductors for the transmission of electrical energy, and to trim or remove, now and hereafter, any trees, brush or saplings which at any time may interfere or threaten to interfere with the construction and/or maintenance of such lines. It is expressly understood that no buildings or other structures will be placed on said easement without the written consent of said second party.

Reasonable compensation shall be made to Grantor for damages to crops, fences, or other tangible property of the Grantor caused by the erection, operation, maintenance, renewal and removal of CENTRAL ILLINOIS LIGHT COMPANY facilities.

WITNESS the hand and seal of the part of the first part, this 9th day of March, 19 84.

Prepared for Company

By: P. S. Wilson

[REDACTED] (SEAL)
____ (SEAL)
____ (SEAL)
____ (SEAL)

STATE OF ILLINOIS)
COUNTY OF Peoria

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that [REDACTED] personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on the 9th day in person and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act for the purposes therein set forth, including the waiving of the right of Homestead.

GIVEN under my hand and Notary seal this 9th day of March, 19 84.

Paula Sue Wilson
Notary Public

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Together with the right of ingress and egress over lands of Grantor for the purpose of constructing said lines, or repairing or renewing the same, and the right from time to time at no additional cost to cut, trim, remove, or control trees, brush, or other vegetation by any means that interfere or threaten to interfere with the construction, operation and maintenance of said lines, including, but not limited to, the use of EPA-approved herbicides. It is expressly understood that no trees, buildings, or other structures will be placed on said easement without the written consent of CENTRAL ILLINOIS LIGHT COMPANY.

Subject to the foregoing, this easement shall be binding upon the heirs, successors, administrators and assigns of the parties hereto.

DATED this _____ day of _____, 19____.

Prepared for Company

By: _____

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____

_____ personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19____.

Notary Public